

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IMPULSE IMPORTS d/b/a IMPORT
IMAGES, et. al.

Plaintiffs

v.

GLOBAL PRINTS, INC. d/b/a CAMPUS
SALES, et. al.

Defendants.

Civil Action No. 05-11691 RCL

**JOINT MOTION FOR ENDORSEMENT OF STIPULATED PERMANENT
INJUNCTION, ISSUANCE OF ORDER RELEASING REPLEVIN BOND AND
ISSUANCE OF ORDER DISMISSING ACTION WITH PREJUDICE**

Now come the Parties in the above-captioned matter, and move this court to endorse the stipulated permanent injunction, issue an order releasing the replevin bond, and issue an order dismissing the action with prejudice. In support thereof, the Parties aver as follows:

1. On or about January 19, 2005, Plaintiffs' Counsel informed the Court that the Parties had reached an agreement regarding settlement of all claims in this matter and requested a thirty (30) day period to finalize and execute a Settlement Agreement before the case was dismissed.
2. On or about January 19, 2005, the Court issued a thirty (30) day Settlement Order of Dismissal.
3. On or about January 19, 2005, the docket reported the civil action was terminated.
4. On or about February 17, 2006, the Parties filed an Assented to Motion to Continue Period in Which to File a Settlement Agreement, requesting an extension to file the same for an additional sixty (60) days.

5. Before the February 17, 2006 Assented to Motion to Continue Period in Which to File Settlement Agreement was ruled on by the Court, the Parties filed a Stipulation reached by the Parties regarding the settlement of all claims in this matter.

6. The Stipulation stated that the Defendants had expressly consented to the issuance of a permanent injunction order and requested the Court's endorsement of the same, attaching a proposed Order of Permanent Injunction as Exhibit "A."

7. The Stipulation further stated that the Defendants had expressly consented to the issuance of an order releasing the replevin bond filed by the Plaintiffs at the initiation of this action and requested the Court's endorsement of the same, attaching a proposed Order Releasing Replevin Bond as Exhibit "B."

8. The Stipulation further stated that upon issuance of the Order of Permanent Injunction and Order Releasing Replevin Bond, the within action would be dismissed with prejudice, attaching a Stipulation of Dismissal signed by Counsel for all Parties as Exhibit "C." The Stipulation further requested the Court issue an order dismissing the action with prejudice, attaching a proposed Order of Dismissal as Exhibit "D."

9. On or about May 4, 2006, the Court issued an order granting the February 17, 2006 Assented to Motion to Continue Period in Which to File Settlement Agreement.

10. There has not been any further action of the Court since this time.

11. The Parties have thus far complied with the terms of the Stipulation filed with the Court.

12. This action was filed with the Court on or about August 16, 2005. The Plaintiff is hoping to avoid having to pay a renewal fee to the bond company upon the one year anniversary of

the obtaining of the bond. Once the Court issues an order releasing the bond, the Plaintiff will be released from any further obligation.

13. Additionally, the Parties would like the court docket to reflect that this matter has been resolved and the case has been dismissed.

REQUEST FOR RELIEF

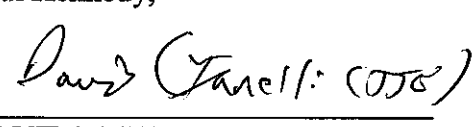
WHEREFORE, for the foregoing reasons, the Parties respectfully request that the Court endorse the Permanent Injunction Order and issue an Order Releasing the Replevin Bond and Dismissing the Action With Prejudice, originally submitted with the Stipulation filed with the Court electronically on or about April 10, 2006.

Respectfully submitted,
Impulse Imports d/b/a Import Images, et. al.,



TIMOTHY J. ERVIN, BBO #567042
JOHN F. GALLANT, BBO #547951
GALLANT & ERVIN, LLC
One Olde North Road, Ste. 103
Chelmsford, MA 01824
Tel: (978) 256-6041
Fax: (978) 256-7977
Email: tim@gallant-ervin.com
john@gallant-ervin.com

Global Prints, Inc. d/b/a Campus Sales
Paul Kennedy,



DAVID M. IANELLI
GADSBY & HANNAH, LLP
225 Franklin Street
Boston, MA 02110
Tel: 617-345-7044
Fax: 617-204-8044
Email: dianelli@ghlaw.com

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DISTRICT OF MASSACHUSETTS**

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Plaintiffs

V.

**GLOBAL PRINTS, INC. d/b/a CAMPUS
SALES, et. al.**

Defendants.

Civil Action No. 05-11691 RCL

STIPULATION effective this 5th day of April 2006, between by and between

Impulse Imports d/b/a Import Images (hereinafter “Impulse” or “Plaintiff”), Pyramid Posters Limited (hereinafter “Pyramid” or “Plaintiff”), Fifty-Six Hope Road Limited (hereinafter “Fifty-Six Hope Road” or “Plaintiff”), Sheffield Enterprises, Inc., (hereinafter “Sheffield” or “Plaintiff”), Lions Gate Entertainment, Inc. (hereinafter “Lions Gate” or “Plaintiff”), Artisan Pictures, Inc. (hereinafter “Artisan” or “Plaintiff”), James Dean Inc. (hereinafter “Dean, Inc.” or “Plaintiff”), James Dean Foundation (hereinafter “Dean Foundation” or “Plaintiff”), Anthill Trading, Ltd. LLC (hereinafter “Anthill” or “Plaintiff”), Pearl Jam, LLC (hereinafter “Pearl Jam” or “Plaintiff”), End of Music, LLC (hereinafter “End of Music” or “Plaintiff”), Radiohead Trademark Limited Corp. (hereinafter “Radiohead” or “Plaintiff”), Orion Pictures Corp. (hereinafter “Orion” or “Plaintiff”), a subsidiary of Metro-Goldwyn-Mayer, Inc. (hereinafter “MGM” or “Plaintiff”), Universal Studios, Inc. (hereinafter “Universal” or “Plaintiff”), and Museum Masters International (hereinafter “Museum Masters” or “Plaintiff”) a division of ArtMerchandising & Media Inc., (hereinafter all Plaintiffs collectively as “Plaintiffs”) and

Global Prints, Inc. d/b/a Campus Sales and Paul Kennedy, (hereinafter collectively “Defendants”).

WHEREAS, litigation was commenced in the United States District Court for the District of Massachusetts entitled: Impulse Imports, et. al. v. Global Prints., et.al., C.A. NO. 05-11691 RCL , in which Plaintiffs alleged, *inter alia*, that Defendants infringed upon certain of the Plaintiffs’ intellectual property rights in and to various musical entertainers, artists, films, performers and famous photographs by using same on posters for sale by Defendants (the “Action”); and

WHEREAS, the District Court on August 16, 2005 issued a temporary restraining order and an ex-parte seizure order authorizing the seizure of any posters containing the Plaintiffs’ intellectual property rights (the “Seized Items”); and

WHEREAS, the Plaintiffs and the Defendants desire to resolve their dispute in an amicable fashion and on the terms set forth in this stipulation;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. (A) The Defendants agree not to knowingly make any unauthorized use of the intellectual property rights presently held by or subsequently acquired by the Plaintiffs on any posters that are manufactured, distributed and/or offered for sale by Defendants. Such prohibition is worldwide.

(B) Nothing in this Agreement shall preclude the Defendants from selling merchandise or other goods bought from a third party authorized to use the intellectual property rights in connection with the merchandise so purchased.

(C) The Defendants expressly consent to the entry of a permanent injunction by this Court in the form annexed hereto as Exhibit “A.”

(D) The Defendants further expressly consent to the release of the replevin bond posted with the Court as security for the seized items. Annexed hereto as Exhibit "B" is a proposed order releasing the replevin bond.

2. All Seized Items, excluding only the authorized Salvador Dali prints, shall be disposed of by Defendants by incineration or as otherwise agreed to by the Parties. Any authorized Salvador Dali prints shall be returned to Defendants at Defendants' sole cost and expense.

3. Upon entry of the permanent injunction and the release of the replevin bond by the United States District Court, the within litigation shall be dismissed with prejudice by the Court. Annexed hereto as Exhibit "C" is a Stipulation of Dismissal.

4. This Court shall retain jurisdiction in order to enforce all terms of a Settlement Agreement entered into between the Parties in this matter. A true copy of the Order Retaining Jurisdiction is annexed hereto as Exhibit "D".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Respectfully submitted,
Impulse Imports d/b/a Import Images, et. al.,


TIMOTHY J. ERVIN, BBO #567042
JOHN F. GALLANT, BBO #547951
GALLANT & ERVIN, LLC
One Olde North Road, Ste. 103
Chelmsford, MA 01824
Tel: (978) 256-6041
Fax: (978) 256-7977
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Boston, MA 02110
Tel: 617-345-7044
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EXHIBIT "A"

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IMPULSE IMPORTS d/b/a IMPORT
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Plaintiffs

v.

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Defendants.

Civil Action No. 05-11691 RCL

ORDER PERMANENT INJUNCTION

This cause has come before the Court upon the application of the Parties for entrance of a Permanent Injunction. Being fully advised, the court

ORDERS, ADJUDGES and DECREES that the Defendants, and any of their officers, agents, servants, employees or representatives, themselves or in participation with any other entity, affiliation, or arrangement in which the Defendants have either a direct or indirect interest, hereby are permanently restrained and enjoined from knowingly:

(a) Importing into or exporting from the United States, its territories or possessions, any goods which bear an unauthorized copy of any of the Plaintiffs trademarks and/or copyrights or any confusingly similar variations thereof (hereinafter, "Infringing Goods"):

(b) Exporting from or importing into any foreign country any Infringing Goods;

(c) Participating in the manufacture, assembly, distribution or sale of any Infringing Goods;

(d) Infringing Plaintiffs' established proprietary rights in their licensed trademarks and copyrights and all protectable variations thereof, by further promoting, advertising, publishing or offering for sale any Infringing Goods;

(e) Otherwise infringing Plaintiffs' established proprietary rights at common law in any of the trademarks which are the subject matter of this action;

(f) Competing unfairly with Plaintiffs in any manner by continued use or sale of Infringing Goods;

(g) Competing unfairly with Plaintiffs by passing off Infringing Goods as genuine goods of Plaintiffs; and

(i) Buying, selling or in any way dealing with any Infringing Goods.

DONE and ORDERED in chambers at the United States District Courthouse,

_____, this ____ day of _____, _____.

U.S. DISTRICT JUDGE

cc: Counsel of Record

EXHIBIT “B”

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

**IMPULSE IMPORTS d/b/a IMPORT
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Defendants.

Civil Action No. 05-11691 RCL

ORDER RELEASING REPLEVIN BOND

This cause having come before the Court upon the application of the Parties to this action for an Order releasing the replevin bond, said Bond having been filed with the Court in the above-captioned matter and the Court being fully advised,

ORDERS, ADJUDGES and DECREES that

In light of the settlement of all claims reached by the Parties, the replevin bond posted as security by Plaintiffs as required under 15 U.S.C. 1116 (d) is hereby released to the Plaintiffs.

DONE and ORDERED in chambers at the United States District Courthouse,

_____, this ____ day of _____, _____.

U.S. DISTRICT JUDGE

cc: Counsel of Record

EXHIBIT “C”

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IMPULSE IMPORTS d/b/a IMPORT
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v.

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Civil Action No. 05-11691 RCL

STIPULATION OF DISMISSAL

Now come the parties to the above-captioned matter and move this Court pursuant to Fed. R. Civ. P. 41 (a) (1) (ii) to dismiss this action with prejudice, without costs and waiving all rights of appeal.

Respectfully submitted,
Impulse Imports d/b/a Import Images, et. al.,


TIMOTHY J. ERVIN, BBO #567042
JOHN F. GALLANT, BBO #547951
GALLANT & ERVIN, LLC
One Olde North Road, Ste. 103
Chelmsford, MA 01824
Tel: (978) 256-6041
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Global Prints, Inc. d/b/a Campus Sales
Paul Kennedy,

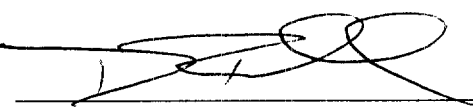

DAVID M. IANELLI
GADSBY & HANNAH, LLP
225 Franklin Street
Boston, MA 02110
Tel: 617-345-7044
Fax: 617-204-8044
Email: dianelli@ghlaw.com

EXHIBIT "D"

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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SALES, et. al.

Defendants.

Civil Action No. 05-11691 RCL

ORDER

This cause having come before the Court upon the application of the Parties to this action pursuant to a Stipulation reached by the Parties for the entry of an Order dismissing this matter as between the Parties upon and in accordance with the Stipulation and the Exhibits thereto, and the Court being fully advised,

ORDERS, ADJUDGES and DECREES that

Judgment shall be entered dismissing this action upon the terms and in accordance with the Parties' Stipulation, and further that this Court shall retain jurisdiction to enforce the terms of the Stipulation, and its exhibits, including but not limited to the Parties' Settlement Agreement.

DONE and ORDERED in chambers at the United States District Courthouse,

_____, this ____ day of _____, _____.

U.S. DISTRICT JUDGE

cc: Counsel of Record

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Dele

CERTIFICATE OF SERVICE

I, Timothy J. Ervin, hereby certify that on this 10 day of April 2006, I have served a true copy of the foregoing documents on all counsel of record by causing a copy of the same to be delivered either by mail to:

David M. Ianelli, Esq.
Gadshy & Hannah, LLP
225 Franklin Street
Boston, MA 02110

A handwritten signature in black ink, appearing to be 'TJ Ervin', written over a horizontal line.

Timothy J. Ervin